

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

| | |
|---|--|
| 1. Name and Address of Registrant Spring O'Brien & Co, Inc. 30 West 26th Street, 4th Floor New York, NY 10010 | 2. Registration No. 5872 |
| 3. Name of Foreign Principal Turismo Chile | 4. Principal Address of Foreign Principal Avenida Eliodoro Yanez 2473 Borough of Providencia Santiago, Chile |

5. Indicate whether your foreign principal is one of the following:

☒ Foreign government

☐ Foreign political party

☐ Foreign or domestic organization: If either, check one of the following:

| | |
|--------------------------------------|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify) _____ |

☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
 Turismo Chile

b) Name and title of official with whom registrant deals
 Cristobal Luna, Global Market Director

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

Formerly CRM-157

FORM NSD-3
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

| | |
|---|--|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

| Date of Exhibit A | Name and Title | Signature |
|-------------------|---------------------------------|----------------------------|
| January 30, 2012 | Nasik Hasan, Financial Director | /s/ Nasik Hasan eSigned |

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Spring O'Brien & Co., Inc.

2. Registration No.

5872

3. Name of Foreign Principal

Turismo Chile

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Spring O'Brien will duly communicate all services to be rendered, as stated in agreement, in monthly, semi-annual, and yearly management reports.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Promoting Chile as a tourism destination in North America. In particular, Spring O'Brien will develop the following services for Turismo Chile: Press, Press Trips, Co-Branding, Trade, Campaigns, International Affairs, and Workshops.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

| Date of Exhibit B | Name and Title | Signature |
|-------------------|------------------------------------|----------------------------|
| January 30, 2012 | Nasik Hasan , Financial Controller | /s/ Nasik Hasan eSigned |

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



AGENCY REPRESENTATION AGREEMENT

In Santiago, on 1st May, between the **Corporación de Promoción Turística de Chile** hereafter referred to as "**TURISMO CHILE**", RUT N° 72.738.900 - 8, represented by Mr. Juan Cristóbal Luna Infante, national ID number [REDACTED] both domiciled at Avenida Eliodoro Yáñez N° 2473, Borough of Providencia, Santiago, on one hand, and on the other,**Spring O'Brien & Company**, hereafter referred to as "**THE AGENCY**", represented byChris Spring....., national ID number [REDACTED]; domiciled at 50 West 23 Street, New York, NY10010..... do hereby agree the following contract for the provision of services.

FIRST.

THE AGENCY agrees to provide permanent advisory services related to promoting Chile as a tourism destination in **North America**. In particular, THE AGENCY will develop the following services for **TURISMO CHILE**, duly communicating them in monthly, semi-annual and yearly management reports:

1. PRESS

- Contribute with knowledge about the Target Media.
- Generate a Data Base of media relevant to tourism, business, lifestyle, among others (along with circulation, readership, prices info, etc.) to be used by Turismo Chile.
- Generate a bimestrial newsletter based on information provided by Turismo Chile to be sent to Data Bases
- Editorial pitching to generate more publications.
- Generate contact reports.
- Search and contact non-conventional marketing means such as bloggers and other on-line media.
- Create story angles for press contents for specific markets.
- Crisis management. If there is a need for a crisis management program to be conducted it is understood by both parties that this will not be part of this contract. A separate contract will be negotiated for these services.

2. PRESS TRIPS

- Help in the identification of the most relevant media to conduct press trips.

- Management and support to coordinate press trips.
- Tracking and monitoring of every article and its equivalent monetary value.
- Press Trips: we want to have a minimum of 20 journalists in Chile throughout 2011. In case that there are "sponsored" journalists, we are aiming to have a ratio of 60 % sponsored/ 40% non-sponsored.

3. CO-BRANDING

- Search for a relevant partner for co-branding and monitor every step of the process.
- Identify strong brands that are aligned with the image of Chile among our target audience.
- Management and support to create an alliance with these brands for cooperative promotional activities
- Take steps to have strong brands conduct their audiovisual productions in Chile.

4. TRADE

- Market Intelligence
- Generate a Data Base of tour operators, travel agencies, incentive houses and international associations to be used by Turismo Chile.
- Identify most relevant tour operators, travel agencies, incentive houses and international associations for Chile.
- Generate newsletter according to information delivered by Turismo Chile to be sent every other month to Data Base.
- Visit or contact potential clients and generate a contact report.
- Coordinate agenda for Turismo Chile in its visits to clients.
- Help identify the best tour operators and travel agencies for Familiarization Trips
- Conduct all the necessary coordination with tour operators and travel agencies in each case.
- FAM trips, (trade). We are aiming to bring a minimum of 20 agents and trade members to learn about Chile and the different experiences and products that we offer. The people will be selected among top tour operators from the US. The criteria to choose the operators will be divided among total number of passengers to South America and the potential to sell Chile.

5. CAMPAIGNS

- Advisory and support in media campaigns (traditional and non-traditional).
- Media selection.
- Negotiation with the media.
- Approve material for campaigns.
- Activate social networks, online campaigns/viral marketing and micro website for each campaign *
- Supervision of the effective implementation of the communicational actions.
- Search for tour operators, travel agencies and suitable media for cooperated campaigns – help raise funds for the campaign.

6. INTERNATIONAL FAIRS *

- Help define important travel shows for Turismo Chile to participate in.
- Support in fair management if requested
- Summon TTOO and press and organize the agendas for Turismo Chile and partners if requested
- Active participation in the stand if requested.
- Mounting and dismounting support if requested
- Attendance of other fairs to evaluate participation in following year if requested

7. WORKSHOPS*

- Support in putting together workshops
- Definition of place, catering services and dates to conduct workshops.
- Support the event's organization.
- Support the event's attendance call.
- Attendance at the event.

*these actions will be activated after agreement by both parties.

SECOND.

For the provision of the aforementioned services, the price to be paid by TURISMO CHILE has been set as USD\$ 77.000(United States dollars). For the Public Relations and Trade program defined in this document with the exception of International Fairs, Workshops and Social Media This sum shall be paid in the following manner:

a) USD\$ 77.000 divided in 2 equal and successive installments of USD\$35.000, each installment payable in accordance with the following schedule:

- 30 June 2011: USD\$ 35.000
- 31 December 2011 USD\$ 35.000

b) The remnant installment of USD\$ 7000 on 31 January 2012, contingent upon the satisfactory completion – as defined by Turismo Chile – of the goals detailed in the Appendix "Goals". Said Appendix is understood to form part of the present contract for all legal effects.

c) For the advertising program set forth above in Section 5 Spring O'Brien will be paid 10% gross agency commission on Turismo's Chile's media budget in North America. This is estimated to be \$300,000, in 2011. All media invoices will be paid within twenty (20) business days following receipt of the invoice, at Turismo Chile.

d) For other programs detailed in section 5. Social Media Section 6 International Fairs and Section 7. Workshops, agency will submit a cost estimate for agency services and expenses on a case-by-case basis.

e) Any other programs that do not fit into the aforementioned "Sections" agency will highlight that incremental resources will be required to execute this program and will submit a cost estimate for agency services and expenses for client approval, prior to commencement of work.

Turismo Chile shall pay each invoice within twenty (20) business days following the approved receipt of the same.

Notwithstanding the previous point, the parties agree that the time limit to appeal the content of the issued invoices with respect to the services rendered under this contract shall be twenty (20) calendar days, in accordance with the conditions set forth by Article 3, Nº 2 of Law 19.983. This time limit shall be counted from the day of receipt of the invoice. Any contesting of the invoice shall be communicated to the service provider per the conditions set forth in the legal statute cited above.

THIRD.

Given the nature of the services to be provided under the present contract, TURISMO CHILE shall be able to propose the contracting of additional, specific services in order to ensure the correct execution of the activities involved. Any such contracting of additional services shall be the exclusive responsibility of TURISMO CHILE. For this purpose, THE AGENCY shall work in conjunction with TURISMO CHILE, who shall be made fully aware of all activities and budgets of each event.

FOURTH.

The aforementioned services shall be developed between 1st May 2011 and 31st December 2011.

TURISMO CHILE shall be able to put an early end to this contract, with no obligation to pay any additional compensation or to complete any pending payments, if the other party does not comply with any or all of the obligations assumed under said contract. For these purposes, the following items will be considered causes for early termination of the contract:

- a. The non-execution of activities and actions required by the event(s) and service(s) contracted due to reasons or responsibilities attributable to THE AGENCY.
- b. Evident insolvency or declared bankruptcy of THE AGENCY.
- c. Legal dissolution of THE AGENCY.

In the case of contract termination due to non-compliance or non-delivery of the service, TURISMO CHILE shall notify THE AGENCY of its intention to terminate the present contract with at least thirty (30) calendar days' notice prior to the desired date of termination.

Notwithstanding the previous points, TURISMO CHILE shall be able to put an early end to this contract at any time, and without expression of cause, by giving written notice at least thirty (30) calendar days prior to the date set as contract end date. Said notice must occur via Certified mail, delivered through a Notary Public. In this case, TURISMO CHILE shall only be obliged to pay that amount of the price accrued through the established end date, or the corresponding proportion thereof, and shall be released of any obligation to pay any remaining or future amount or installment of the price agreed by this contract.

FIFTH.

Any promotional material generated as a consequence of this contract, and that has been made or approved by TURISMO CHILE, shall be property of TURISMO CHILE. At the same time, any development, creation or production of THE AGENCY, or of its employees, agents or representatives, that has been approved or developed on behalf of TURISMO CHILE, shall not establish intellectual property rights nor payments of any kind on behalf of THE AGENCY.

Any graphic material produced by THE AGENCY as a consequence of the services provided under this contract, and which contain some reference to TURISMO CHILE, shall be previously reviewed and approved by TURISMO CHILE. Therefore, any damage occasioned to TURISMO CHILE as a result of not complying with this obligation of prior review and approval shall be sole and complete responsibility of THE AGENCY.

SIXTH.

If THE AGENCY, by its own negligence and without justified cause, does not comply with the present contract in terms of timelines, services or scope of the contracted product, TURISMO CHILE may demand the payment of a fine in an amount equivalent to twenty percent (20%) of the total agreed contract price, as a preliminary valuation of damages caused. The previous point does not affect the right of TURISMO CHILE to put an early end to the contract, and to be released of the obligation to pay any outstanding amount owed.

If damages occasioned to TURISMO CHILE by THE AGENCY not meeting its contractual obligations exceed the amount of the applied sanction, TURISMO CHILE may legally pursue restitution for the corresponding damages outstanding.

SEVENTH.

The price agreed in the present contract includes any and all expenses incurred by THE AGENCY in developing its services, except with respect to events or activities previously agreed with TURISMO CHILE, in which case those expenses expressly authorized shall be covered by TURISMO CHILE.

In the case of the latter, the parties expressly declare that THE AGENCY is obligated to provide detail on the use of funds received to cover such previously authorized expenses. This detail shall indicate the use or destination of said funds, as well as the category of expense as related to the contracted services.

Said detail on the use of funds shall be documented and compatible with the period of performance of the activities, and shall be delivered at least within thirty (30) days following the completion of the relevant activities.

EIGHTH.

The parties agree that all information generated and/or shared between them, with respect to the services or goods performed under the terms of this contract, shall be considered strictly confidential. As such, both parties are obliged to not share any of this information with third parties.

NINTH.

TURISMO CHILE shall have the right at all times to supervise the services performed under this contract. As such, TURISMO CHILE may issue observations that it esteems convenient, and THE AGENCY must adhere to these observations to the extent that they are compatible with the conditions of this contract.

TENTH.

TURISMO CHILE will have no employer relationship of any kind with employees of THE AGENCY that provide services in order to comply with the present contract. As a result, TURISMO CHILE will have no obligation whatsoever to pay salaries, social security taxes, taxes withholding, legal discounts of any kind, work accidents, medical-related leaves or absences, or any other concepts that are based on the labor and payroll relationship that exists between THE AGENCY and its employees, agents or representatives.

All persons that act on behalf of THE AGENCY in the development of the contracted activities shall be their exclusive responsibility, and shall have no relationship of any kind with TURISMO CHILE.

ELEVENTH.

THE AGENCY agrees to provide and/or participate in the following items:

- 1) Monthly reports detailing activities performed by THE AGENCY.
- 2) Monthly clippings of:
 - Turismo Chile promotional campaigns.
 - Published press related to Turismo Chile.
 - Any additional published material related to Chile as a tourism destination.
- 3) Quarterly reports on economic and tourist information of the market.
- 4) Final Report of Goal Completion; incorporating principal achievements, strategies and activities developed during 2011. This report should be presented in print format, as well as in one other format that allows for easy distribution (power point, DVD, other).

To receive the remainder of the price at the end of the contract, as stated in letter b) of the second clause of this agreement, THE AGENCY must provide a report that details the completion of the goals set forth in the Appendix "Goals". This report must be satisfactorily ratified by TURISMO CHILE.

- 5) Monthly meetings, either in person or via teleconference, with GENERAL MANAGEMENT OF INTERNATIONAL ECONOMIC RELATIONSHIPS (PROCHILE), the technical agency of the State of Chile that is in charge of diffusion, promotion, diversification and stimulation in international markets of national products and services. These meetings aim to coordinate the development of the Chilean tourism sector in the country where THE AGENCY will carry out its services on behalf of TURISMO CHILE.

TWELFTH.

During the execution of the present contract, THE AGENCY agrees not to represent any Chilean company, except with the express and prior authorization of TURISMO CHILE.

THIRTEENTH.

The parties establish their domiciles in, and agree to abide by the jurisdiction of the Court System of, the city of Santiago, Chile, for resolution of conflicts arising from the present contract.

Mrs. Andrea Wolleter, General Manager of TURISMO CHILE, as stated in the corporate Board Meeting Minutes dated March 2nd 2011, converted to public deed on April 15th 2011 before the Ninth Notary Public of Santiago, Pablo González Caamaño, Repertoire N^o 3.061-2011. Mr. in representation of as established by

On Behalf of THE AGENCY

On Behalf of TURISMO CHILE